

**ACQUISITION AND CROSS-SERVICING AGREEMENT
(US-SI-01)
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF THE REPUBLIC
OF SLOVENIA**

PREAMBLE

The Department of Defense of the United States of America and the Ministry of Defense of the Republic of Slovenia, hereinafter referred to as the Parties, desiring to further the interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation, have resolved to conclude this Acquisition and Cross-Servicing Agreement (the Agreement).

I. PURPOSE

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of logistic support, supplies, and services as that term is defined in Article III of this Agreement.

II. APPLICABILITY

1. This Agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which one of the Parties may have a need of logistic support, supplies, and services.
2. This Agreement applies to the reciprocal provision of logistic support, supplies, and services to the military forces of one Party by the other Party in return for cash payment.
3. Acquisitions and transfers under this Agreement and any Implementing Arrangements executed hereunder are made subject to the limitations established by United States and the Republic of Slovenia's law and regulations. All obligations of the Parties under this Agreement are subject to the availability of appropriations for such purposes.
4. The following items are not eligible for transfer under this Agreement and are specifically excluded from its coverage:

- a. weapon systems;
 - b. major end items of equipment (except for the lease or loan of general purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List);
 - c. initial quantities of replacement and spare parts associated with the initial order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, and equivalent documents.
5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which are prohibited by its laws or regulations, such as:
- a. guided missiles;
 - b. naval mines and torpedoes;
 - c. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
 - d. cartridge and air crew escape propulsion system (AEPS) components;
 - e. chaff and chaff dispensers;
 - f. guidance kits for bombs or other ammunition;
 - g. chemical ammunition (other than riot-control agents);
 - h. source, byproduct, or special nuclear materials, or any other material, article, data, or thing of value the transfer of which is subject to either Party's laws dealing with nuclear materials.

III. DEFINITIONS

1. As used in this Agreement and in any Implementing Arrangements, which provide specific procedures, the following definitions apply:
- a. Logistic support, supplies, and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and port services. Such term also includes the temporary use of general-purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List.
 - b. Implementing Arrangement. A written supplementary agreement, which contains additional details, terms and conditions related to a specific acquisition and/or transfer of logistic support, supplies, and services.
 - c. Order. A written request, in an agreed format and signed by an authorized individual, for the provision of specific logistic support, supplies, and services pursuant to this Agreement and any

applicable Implementing Arrangement.

d. Invoice. A document from the supplying Party which requests payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and any applicable Implementing Arrangements.

e. Transfer. Selling, leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services under the terms of this Agreement and any applicable Implementing Arrangement.

f. United States Munitions List. U.S. defense articles and defense services which are designated by the U.S. President under the Arms Export Control Act as subject to export controls.

g. Receiving Party. The Party ordering and receiving support.

h. Supplying Party. The Party providing support.

IV. TERMS AND CONDITIONS

1. Each Party will make its best efforts, consistent with national legislation, regulations and priorities, to satisfy requests from the other Party under this Agreement for logistic support, supplies, and services.

2. Orders may be placed or accepted only by the points of contact (POCs), or designees, identified by the Parties in Annexes B through M of this Agreement. When military forces of the Republic of Slovenia require logistic support, supplies, or services outside the USEUCOM Area of Responsibility (AOR), they may place orders directly with the cognizant POC or may seek the assistance of HQ USEUCOM, or a USEUCOM Component Command, to place an order with a non-USEUCOM POC.

3. An Implementing Arrangement under this Agreement may be negotiated on behalf of the U.S. Department of Defense by Headquarters, U.S. European Command (HQ USEUCOM), the Headquarters of other United States unified commands, or their designated subordinate commands. Implementing Arrangements may be negotiated on behalf of the Government of the Republic of Slovenia by the Ministry of Defense. Implementing Arrangements must identify points of contact (POCs) and their specific authorizations or limitations.

4. Prior to submitting a written order, the ordering Party should initially contact the supplying Party's POC by telephone, fax, or e-mail to ascertain availability and price for required materiel or services. Orders must include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Instructions and a standard order form are attached at Annex N. The number of this Agreement, US-SI-01, should be annotated on all orders and related correspondence.

5. The receiving Party is responsible for:

a. Arranging pickup and transportation of supplies acquired under this Agreement. This does not preclude the supplying Party from assisting with loading supplies acquired under this Agreement onto the transportation conveyance. The supplying Party will notify the receiving Party when and where supplies are available to be picked up.

b. Obtaining the applicable customs clearance and arranging other official actions required by national customs regulations.

6. The individual picking up the supplies or receiving the services on behalf of the receiving Party will sign the standard order form (Annex N) in the appropriate block as evidence of receipt. If the standard order form is not available at the supplying Party's point of issue, the individual collecting the supplies will sign the receipt document provided by the supplying Party as a substitute. The number of this Agreement, US-SI-01, will be entered on the receipt document. The supplying Party will forward the signed receipt document to the activity authorized to accept orders under this Agreement where the signed receipt document will be attached to the original order form from the receiving Party.

7. Logistic support, supplies, and services received through this Agreement will not be retransferred, either temporarily or permanently, to any person other than a member of the forces of the receiving Party without the prior written consent of the supplying Party.

V. REIMBURSEMENT

1. For transfers of logistic support, supplies, and services under this Agreement, the Parties shall agree for payment by cash ("reimbursable transaction"). The receiving Party shall pay the supplying Party as provided in paragraph 1a. of this Article, as agreed.

a. Reimbursable Transaction. The supplying Party shall submit Invoices to the receiving Party after delivery or performance of the logistic support, supplies, and services. Both Parties shall provide for the payment of all transactions and each Party shall bill the other Party no less frequently than every 3 months. Invoices shall be accompanied by necessary support documentation and will be paid within 30 days of the date prepared. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles:

(1) In the case of specific acquisition by the supplying Party from its contractors on behalf of a receiving Party, the price shall be no less favorable than the price charged the armed forces by the contractor of the supplying Party for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying Party's own resources, the supplying Party shall charge the same price it charges its own forces for identical logistic support, supplies, and services, as of the date delivery or performance occurs, less amounts excluded by Article VI of this Agreement. In any case where a price has not been established or charges are not made for one's own forces, the Parties shall agree on a price in advance, excluding charges that are precluded under these reciprocal pricing principles. However, in the case of items, the price will be no less than the supplying party's acquisition cost.

b. Establishment of Price or Value. The following reciprocal pricing principles shall apply: The price established for inventory stock materiel will be the supplying Party's stock list price. The price for new procurement will be the same price paid to the contractor or vendor by the supplying Party. The price for in-shop repair or technical assistance services rendered will be based on the supplying Party's standard price or, if not applicable, a price equal to only the direct costs associated with providing the services; for example, supply stocklist prices and actual labor charges. The price for services rendered in a temporary duty (TDY) status will be based on the individual's actual per diem and transportation costs, plus payroll costs for civilian labor. Prices charged will exclude all taxes and duties which the receiving Party is exempted from paying under other agreements which the Parties have concluded. Upon request, the Parties agree to provide information sufficient to verify that these reciprocal pricing principles have been followed and that prices do not include waived or excluded costs.

c. Means of Payment. Payment will be made in the currency of the supplying Party or as otherwise agreed in the order.

2. When a definitive price for the order is not agreed in advance, the order, pending agreement on final price, shall set forth a maximum liability for the Party ordering the logistic support, supplies, and services. The Parties shall then promptly enter into negotiation to establish the final price.

3. POCs for payments and collections for each Party are identified in annexes to this Agreement.

4. Logistic support, supplies, and services that are available for a lesser price under another Agreement will be priced under this Agreement at the lower price.

VI. WAIVED OR EXCLUDED COSTS

The Parties shall cooperate to provide proper documentation to maximize tax and customs relief. The supplying Party shall inform the ordering Party whether the price charged for logistic support, supplies, or services includes taxes or customs duties which the supplying Party cannot recover. The price paid by the receiving Party shall not include taxes or customs duties that can be recovered by the supplying Party.

VII. INTERPRETATION, REVISION, AND SECURITY OF INFORMATION

1. Any disagreements regarding the interpretation or application of this Agreement, any Implementing Arrangements, or transactions executed hereunder shall be resolved through consultation between the Parties and shall not be referred to any international tribunal or third party for settlement.
2. Either Party may, at any time, request revision of this Agreement by giving the other Party 90 days' advance written notice. In the event such a request is made, the two Parties shall promptly enter into negotiations. This Agreement may only be amended by written agreement between the Parties. Replacement of Annexes B through M, which list POCs, may be done by the Parties without formal amendment of this Agreement.
3. Classified information and material provided or generated pursuant to this Agreement shall be protected in compliance with the Security Agreement between the Government of the United States of America and the Government of the Republic of Slovenia concerning Security Measures for the Protection of Classified Military Information dated May 8, 1996.

VIII. EFFECTIVE DATE AND TERMINATION

This Agreement shall enter into force upon written notification to the U.S. Department of Defense by the Ministry of Defense of the Republic of Slovenia that it has completed all internal procedures necessary for the Agreement to enter into force. At any time during the final year of the ten-year term of this Agreement, the Parties may agree to extend its term for an additional ten years. Notwithstanding termination of this Agreement, all reimbursement obligations incurred pursuant to its terms shall remain binding on the responsible Party until satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this agreement.

DONE, in Ljubljana, this 23rd day of December, 2003, in duplicate in the English and Slovenian languages, each being equally authentic.

Document Cipher: 870-42-54/2003-1

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA**



**Major General Edward L. LaFountaine
Director of Logistics and
Security Assistance
HQ USEUCOM**

**FOR THE MINISTRY OF DEFENSE
OF THE REPUBLIC
OF SLOVENIA**

**Zvonko KREMLJAK, MSc.
HEAD OF OFFICE OF LOGISTICS
STATE UNDERSECRETARY**



LIST OF ANNEXES

- Annex A - Minimum Essential Data Elements
- Annex B - The Government of the Republic of Slovenia
- Annex C - USEUCOM POCs
- Annex D - USAFE POCs
- Annex E - USAREUR POCs
- Annex F - USNAVEUR POCs
- Annex G - MARFOREUR POCs
- Annex H - SOCEUR POCs
- Annex I - USACOM POCs
- Annex J - USPACOM POCs
- Annex K - USCENTCOM POCs
- Annex L - USSOUTHCOM POCs
- Annex M - USTRANSCOM POCs
- Annex N - Standard order form and Instructions for Completion

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Implementing Arrangements or support Agreement
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of material/services requested
- 6) Quantity furnished
- 7) Unit of Measurement
- 8) Unit price in currency of billing country
- 9) Quantity furnished (6) multiplied by unit price (8)
- 10) Currency of billing country
- 11) Total Order amount expressed in currency of billing country
- 12) Name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organization
- 18) Issuing organization
- 19) Transaction type

- 20) Fund citation or certification of availability of funds when applicable under Parties' procedures
- 21) Date and place of original transfer
- 22) Name, signature and title of authorized acceptance official
- 23) Additional special requirement, if any, such as transportation, packaging, etc.
- 24) Limitation of government liability
- 25) Name, signature, date and title of supplying Party official who actually issues supplies or services

ANNEX B

SLOVENIAN POINTS OF CONTACT

ORDERING AND FINANCIAL RESPONSIBILITIES

The Slovenian agency responsible for **approving, placing, and accepting orders** is:

- a. Unit: Generalstaff, Office of Logistics
- b. Commercial Telephone: 00386 1 471 1625
- c. 24 hour/after duty hours contact telephone: 00386 1 759 4222
- d. 24 hour/after duty hours contact fax: 00386 1 759 4162
- e. Commercial Fax: 00386 1 471 1653
- f. Mailing Address: Ministry of Defense, Generalstaff, Office of Logistics,
Kardeljeva ploščad 24, 1000 Ljubljana, Slovenia

The Slovenian agency responsible for **collecting and making payments** for support, supplies, and services is:

- a. Unit: Generalstaff, Office of Logistics, Finance and Accountancy Department
- b. Commercial Telephone: 00386 1 471 1069
- c. Commercial Fax: 00386 1 471 1653
- d. Mailing Address: Ministry of Defense, Generalstaff, Office of Logistics, Finance and
Accountancy Department, Kardeljeva ploščad 24, 1000 Ljubljana, Slovenia

ANNEX C
HQ U.S. EUROPEAN COMMAND (USEUCOM) POINTS OF CONTACT

The USEUCOM POC for **policy issues** under this agreement is the ECJ4 Program and Mobility Division, Multinational Logistics Branch:

- a. Unit: HQ USEUCOM ECJ4-PM-ML
- b. Telephone: Commercial 49-711-680-7474 or 7202
DSN 430-7474 or 7202
- c. Fax: Commercial 49-711-680-7408
DSN 430-7408
CLASSIFIED Fax: Commercial 49-711-680-7402
DSN 430-7402
- d. Message Address: CDRUSEUCOM VAIHINGEN GE//ECJ4-PM//
- e. Mailing Address: HQ USEUCOM
ECJ4-PM-ML
Unit 30400, Box 1000
APO AE 09128

The USEUCOM POC for coordinated **placement and acceptance of orders** under this agreement is the ECJ4 Joint Logistics Operations Center:

- a. Unit: HQ USEUCOM ECJ4-LO
- b. Telephone: Commercial 49-711-680-7474 or 7202
DSN 430-7474 or 7202
- c. Fax: Commercial 49-711-680-7476
DSN 430-7476
CLASSIFIED Fax: Commercial 49-711-680-7402
DSN 430-7402
- d. Message Address: CDRUSEUCOM VAIHINGEN GE//ECJ4-LO//
- e. Mailing Address: HQ USEUCOM
ECJ4-LO
Unit 30400
APO AE 09131

The EUCOM agency responsible for policy issues regarding payments and collections in support of this agreement is the Comptroller:

- a. Unit: HQ USEUCOM-ECCM
- b. Telephone: Commercial 49-711-680-5119 or 7105
DSN 430-5119 or 7105
- c. Fax: Commercial 49-711-680-5370
DSN 430-5370
- d. Message Address: CDRUSEUCOM VAIHINGEN GE//ECCM//
- e. Mailing Address: HQ USEUCOM-ECCM
Unit 30400
APO AE 09131